

SFUND RECORDS CENTER  
88137893

SAN FERNANDO

NORTH HOLLYWOOD

SFUND RECORDS CTR  
2166-08475

1 LOIS J. SCHIFFER  
Assistant Attorney General  
2 Environment & Natural Resources Division  
United States Department of Justice

3 DAVID B. GLAZER  
4 Environmental Enforcement Section  
Environment & Natural Resources Division  
5 United States Department of Justice  
301 Howard Street, Suite 870  
6 San Francisco, California 94105  
Telephone: (415) 744-6491

7 NORA M. MANELLA  
8 United States Attorney  
LEON W. WEIDMAN  
9 Assistant United States Attorney  
Chief, Civil Division

10 KURT ZIMMERMAN  
Assistant United States Attorney  
11 Federal Building, Room 7516  
300 North Los Angeles Street  
12 Los Angeles, California 90012  
Telephone: (213) 894-5709

FILED  
CLERK U.S. DISTRICT COURT  
MAY 12 1997  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

ENTERED  
CLERK U.S. DISTRICT COURT  
MAY 14 1997  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

13 Attorneys for Plaintiff, United States of America  
14 Attorneys for Plaintiffs continued on next page)

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA  
16  
17 Plaintiff,

CIVIL NO. 93-6490-MRP

v.

SECOND  
PARTIAL CONSENT DECREE

18 ALLIED-SIGNAL, INC., et al.,  
19  
20 Defendants.

21  
22 STATE OF CALIFORNIA  
23 Plaintiff,

v.

SECOND  
PARTIAL CONSENT DECREE

24  
25 ALLIED-SIGNAL, INC., et al.,  
26 Defendants.

FILED  
CLERK U.S. DISTRICT COURT  
MAY 18 1997  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

1 NANCY J. MARVEL

2 Regional Counsel

3 MARIE M. RONGONE

4 Assistant Regional Counsel

5 United States Environmental

6 Protection Agency, Region IX

7 75 Hawthorne Street

8 San Francisco, California 94105

9 Telephone: (415) 744-1313

10 Attorneys for Plaintiff, United States of America

11 DANIEL E. LUNGREN

12 Attorney General

13 THEODORA BERGER

14 Senior Assistant Attorney General

15 DONALD A. ROBINSON

16 ANN RUSHTON

17 Deputy Attorneys General

18 California Department of Justice

19 300 South Spring Street, #500

20 Los Angeles, California 90013

21 Telephone: (213) 897-2608

22 Attorneys for Plaintiff, State of California

TABLE OF CONTENTS

1			
2	I.	<u>BACKGROUND</u>	1
3	II.	<u>DEFINITIONS</u>	8
4	III.	<u>JURISDICTION</u>	12
5	IV.	<u>PARTIES BOUND</u>	13
6	V.	<u>REIMBURSEMENT OF RESPONSE COSTS</u>	13
7	VI.	<u>COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS</u>	18
8	VII.	<u>CONTRIBUTION PROTECTION</u>	26
9	VIII.	<u>NHOU SITE ACCESS</u>	28
10	IX.	<u>ACCESS TO INFORMATION</u>	29
11	X.	<u>RETENTION OF RECORDS</u>	31
12	XI.	<u>NOTICES AND SUBMISSIONS</u>	33
13	XII.	<u>RETENTION OF JURISDICTION</u>	34
14	XIII.	<u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u>	34
15	XIV.	<u>SECTION HEADINGS</u>	35
16	XV.	<u>SIGNATORIES</u>	35

1 I. BACKGROUND

2 A. COMPLAINTS. On October 26, 1993, the United States of  
3 America ("United States"), on behalf of the Administrator of the  
4 United States Environmental Protection Agency ("EPA"), and, on  
5 October 29, 1993, the State of California ("State"), on behalf of  
6 the State Department of Toxic Substances Control (formerly, the  
7 Toxic Substances Control Program of the State Department of  
8 Health Services), filed complaints in this matter pursuant to  
9 Sections 107 and 113 of the Comprehensive Environmental Response,  
10 Compensation, and Liability Act of 1980 ("CERCLA"), as amended,  
11 42 U.S.C. §§ 9607 and 9613. Both the United States and the State  
12 ("Plaintiffs") filed, prior to the lodging of this Consent  
13 Decree, amended complaints, which add additional defendants to  
14 the original complaints. In the amended complaints, the  
15 Plaintiffs seek recovery of response costs incurred by the  
16 Plaintiffs in connection with actions taken pursuant to CERCLA in  
17 response to releases and threatened releases of hazardous  
18 substances from the Defendants' facilities in the San Fernando  
19 Valley Groundwater Basin ("Basin") and at the North Hollywood  
20 Operable Unit Site ("NHOU Site") within the Basin.

21 B. SITE DESCRIPTION.

22 1. Basin. The San Fernando Valley Superfund Sites  
23 ("SFV Sites") are located in the eastern half of the Basin,  
24 between the San Gabriel and the Santa Monica Mountains, in Los  
25 Angeles County, California. EPA has divided the SFV Sites in two  
26 different ways. For the purpose of placing the SFV Sites on the  
27 National Priorities List ("NPL"), EPA divided the SFV Sites into  
28 the following four areas based on the location of drinking water

well fields that were known to be contaminated by volatile organic compounds ("VOCs") in 1984: Area 1 (North Hollywood Area), Area 2 (Crystal Springs Area), Area 3 (Verdugo Basin), and Area 4 (Pollock Area). Once more was known about the extent of groundwater contamination and for the purpose of accelerating the investigation and cleanup of the SFV Sites, EPA divided the SFV Sites into the following five Operable Units ("OUs"): North Hollywood (the NHOUSite), Burbank, Glendale North, Glendale South, and Pollock.

2. NHOUSite. This Consent Decree focuses on the NHOUSite, originally listed as part of the San Fernando Valley Area 1/North Hollywood Area NPL site. The NHOUSite is comprised of the areal extent of hazardous substance groundwater contamination that is presently located in the vicinity of the North Hollywood Well Field and includes any areas to which and from which such hazardous substance groundwater contamination migrates.

C. NATURE OF SITE CONTAMINATION. Tests conducted in the early 1980s to determine the presence of certain industrial chemicals in the State's drinking water revealed extensive VOC contamination in the Basin's groundwater. The primary contaminants of concern were and are the solvents trichloroethene ("TCE") and tetrachloroethene ("PCE"), widely used in a variety of industries including metal plating, machinery degreasing, and dry cleaning. By August 1985, groundwater from 27 of the 35 production wells in the North Hollywood Well Field alone exceeded the Federal Maximum Contaminant Level ("MCL") for TCE. MCLs are drinking water standards established under the Safe Drinking

1 Water Act of 1974, as amended, 42 U.S.C. § 300f et seq. Other  
2 VOC contaminants in the Basin have also been detected above their  
3 MCLs. As a result of this groundwater contamination, many  
4 production wells have been taken out of service, despite the fact  
5 that the Basin's groundwater has been used to supply the domestic  
6 water needs of approximately 800,000 people. According to recent  
7 estimates, the plumes of TCE contamination above the MCL in the  
8 Basin's groundwater extend over an area eleven miles long and as  
9 great as three miles wide.

10 D. NPL LISTING. In June 1986, EPA placed the SFV Sites,  
11 which include the NHOU Site, on the NPL (see 51 Federal Register  
12 21054). The NPL is promulgated pursuant to Section 105 of  
13 CERCLA, 42 U.S.C. § 9605, and is a list of the most seriously  
14 contaminated hazardous substances sites in the country (see 40  
15 C.F.R. Part 300, Appendix B). As stated in Section I.B.1 above,  
16 the SFV Sites listed on the NPL are Area 1 (North Hollywood  
17 Area), Area 2 (Crystal Springs Area), Area 3 (Verdugo Basin), and  
18 Area 4 (Pollock Area). The original boundaries of the SFV Sites  
19 were based on the location of the drinking water well fields that  
20 were known to be contaminated by VOCs in 1984. Groundwater data  
21 collected since 1984 show that VOC groundwater contamination  
22 extends beyond the original boundaries drawn at the time the SFV  
23 Sites were placed on the NPL.

24 E. OU DESIGNATION. In 1985, EPA determined that the most  
25 effective way of dealing with the spreading groundwater  
26 contamination in the Basin was to divide the SFV Sites into OUs.  
27 Each OU represents a discrete, interim remedial action that will  
28 inhibit the migration of contamination in the groundwater prior

1 to the completion of a Basin-wide Remedial Investigation ("RI")  
2 and Feasibility Study ("FS") and selection of any Basin-wide  
3 remedial actions. As stated in Section I.B.1 above, EPA has  
4 identified the following five OUs: North Hollywood (the NHO  
5 Site), Burbank, Glendale North, Glendale South, and Pollock. EPA  
6 has issued Record of Decision ("ROD") documents selecting interim  
7 remedial actions for four of these OUs: NHO Site (1987),  
8 Burbank OU (1989), and Glendale North and South OUs (1993).

9 F. NHO SITE FS AND ROD. In November 1986, pursuant to a  
10 cooperative agreement with EPA and the State of California, the  
11 Los Angeles Department of Water and Power ("LADWP") completed an  
12 OU FS for the NHO Site. After providing an opportunity for the  
13 public to comment on the completed OU FS, in September 1987, EPA  
14 issued a ROD for the NHO Site. The interim remedial action  
15 selected in the 1987 NHO ROD is fifteen years of groundwater  
16 extraction and treatment.

17 G. NHO SITE INTERIM REMEDIAL ACTION. In 1989, pursuant  
18 to another cooperative agreement with EPA and the State of  
19 California, LADWP constructed the NHO Site groundwater  
20 extraction and treatment facilities. These facilities pump out  
21 contaminated groundwater, remove the contaminants from the  
22 groundwater, and convey the treated groundwater to LADWP's pump  
23 station for distribution to the public. Consistent with Section  
24 104(c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3), EPA paid for ninety  
25 percent and the State paid for ten percent of the construction  
26 costs of the extraction and treatment facilities; and EPA is  
27 paying for ninety percent and the State is responsible for paying  
28 ten percent of the operating costs of the NHO Site interim

1 remedial action. Pursuant to its cooperative agreement with EPA  
2 and the State of California, LADWP will continue to operate and  
3 maintain the NHOU Site Interim Remedial Action.

4 H. BASIN-WIDE GROUNDWATER AND SOIL CLEANUP ACTIVITIES.

5 Remediation of groundwater in the Basin is a collaborative  
6 undertaking of EPA, the State, LADWP, and the California Regional  
7 Water Quality Control Board, Los Angeles Region ("RWQCB"). In  
8 December 1992, pursuant to another cooperative agreement with  
9 EPA, LADWP completed the Phase 1 Basin-wide groundwater RI. EPA  
10 has begun preparing a Basin-wide groundwater FS. In addition to  
11 groundwater investigation and remediation activities, EPA, in  
12 conjunction with the State and RWQCB, has conducted and continues  
13 to conduct soil investigations at individual facilities  
14 throughout the Basin to uncover potential sources of groundwater  
15 contamination. In September 1989, EPA entered into a cooperative  
16 agreement with RWQCB to provide funds to augment the State's  
17 program to investigate sources of groundwater contamination in  
18 the Basin.

19 I. PLAINTIFFS' ALLEGATION OF DEFENDANTS' LIABILITY. The

20 Plaintiffs allege that: (i) the past, present, or potential  
21 migrations of "hazardous substances," as defined in Section  
22 101(14) of CERCLA, 42 U.S.C. § 9601(14), from the Defendants'  
23 "facilities," as defined in Section 101(9) of CERCLA, 42 U.S.C.  
24 § 9601(9), constitute actual or threatened "releases," as defined  
25 in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22); (ii) the  
26 Defendants are persons subject to liability under Section 107(a)  
27 of CERCLA, 42 U.S.C. § 9607(a); (iii) the releases or threatened  
28 releases of hazardous substances from the Defendants' facilities



have caused the Plaintiffs to incur and to continue to incur "response" costs, within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25); and (iv) the actions taken by the Plaintiffs in response to releases or threatened releases of hazardous substances from the Defendants' facilities were not inconsistent with the National Contingency Plan.

J. SETTLING DEFENDANTS' DENIAL OF LIABILITY. The Defendants that have entered into this Consent Decree ("Settling Defendants") do not admit and expressly deny any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the amended complaints or as set forth above. The Plaintiffs and the Settling Defendants agree that neither this Consent Decree, nor the entry into settlement, nor any payments pursuant to this Consent Decree shall constitute or be construed as a finding or an admission, adjudication or acknowledgement of any fact or law, or of any liability, fault or wrongdoing, or evidence of such, or an admission of violation of any law, rule or regulation by Settling Defendants nor as an estoppel or waiver of any defenses of Settling Defendants except as provided in Section VI.G of this Consent Decree.

K. PURPOSE.

1. Pursuant to a cooperative agreement with EPA and the State of California, LADWP is implementing the NHOU Site Interim Remedial Action selected in the 1987 NHOU ROD. The purpose of this Consent Decree is to avoid prolonged litigation and to provide for the Settling Defendants' payment of specified amounts of the past and future response costs for the NHOU Site Interim Remedial Action selected in the 1987 NHOU ROD and of the

1 past costs of Basin-wide investigations relating to their  
2 facilities located at the NHOU Site in full and complete  
3 satisfaction of any and all claims against Settling Defendants  
4 for such costs.

5         2. The parties to this Consent Decree ("Parties")  
6 recognize that the Settling Defendants' payment represents only a  
7 part of the total cost of the NHOU Site Interim Remedial Action  
8 selected in the 1987 NHOU ROD and of the past costs of Basin-wide  
9 investigations relating to the facilities located at the NHOU  
10 Site.

11         3. In entering into this Consent Decree, the  
12 Plaintiffs have considered the circumstances of the releases and  
13 threatened releases of hazardous substances in the Basin, the  
14 involvement of the Settling Defendants in the ownership and/or  
15 operation of facilities located at the NHOU Site and the  
16 willingness and capacity of Settling Defendants and the other  
17 Defendants to resolve this matter.

18         4. The Parties agree, and the Court by entering this  
19 Consent Decree finds, that this Consent Decree has been  
20 negotiated by the Parties in good faith and implementation of  
21 this Consent Decree will expedite the cleanup of the NHOU Site  
22 and will avoid prolonged and complicated litigation between the  
23 Parties, and that this Consent Decree is fair, reasonable, and in  
24 the public interest.

1        THEREFORE, with the consent of the parties to this Consent  
2 Decree, it is ORDERED, ADJUDGED, AND DECREED:

3                                II. DEFINITIONS

4        Unless otherwise expressly provided herein, terms used in  
5 this Consent Decree that are defined in CERCLA or in regulations  
6 promulgated under CERCLA shall have the meaning assigned to them  
7 in CERCLA or in such regulations. Whenever terms listed below  
8 are used in this Consent Decree or in any appendices attached  
9 hereto and incorporated hereunder, the following definitions  
10 shall apply:

11        A.    "Basin-wide Response Costs" shall mean all costs that  
12 the Plaintiffs have incurred or may incur for Basin-wide/non-  
13 operable unit specific investigations or other non-operable unit  
14 specific response actions.

15        B.    "CERCLA" shall mean the Comprehensive Environmental  
16 Response, Compensation, and Liability Act of 1980, as amended, 42  
17 U.S.C. §§ 9601 et seq.

18        C.    "Certification of Completion" shall mean EPA's  
19 certification pursuant to Section 122(f)(3) of CERCLA, 42 U.S.C.:  
20 § 9622(f)(3), that all remedial actions have been completed that  
21 relate to the NHOU Site in accordance with the requirements of  
22 the National Contingency Plan and any applicable Record of  
23 Decision.

24        D.    "Consent Decree" or "Second Partial Consent Decree"  
25 shall mean this Decree and any attached appendices. In the event  
26 of conflict between this Decree and any appendix, this Decree  
27 shall control. "First Consent Decree" shall mean the Partial  
28 Consent Decree in this action lodged with this Court on March 14,

1 1996 and entered by this Court on August 8, 1996.

2 E. "Day" shall mean a calendar day. In computing any  
3 period of time under this Consent Decree, where the last day  
4 would fall on a Saturday, Sunday, or Federal Holiday, the period  
5 shall run until the close of business of the next working day.

6 F. "EPA" shall mean the United States Environmental  
7 Protection Agency and any successor departments or agencies of  
8 the United States.

9 G. "Future Basin-wide Response Costs" shall mean all  
10 Basin-wide response costs that EPA has incurred or will incur  
11 after April 30, 1992 and that the State has incurred or will  
12 incur after December 31, 1993.

13 H. "Interest," in accordance with Section 107(a) of  
14 CERCLA, 42 U.S.C. § 9607(a), shall mean interest at the rate  
15 specified for interest on investments of the Hazardous Substance  
16 Superfund established pursuant to the Internal Revenue Code, 26  
17 U.S.C. § 9507. In calculating interest, Plaintiffs may compound  
18 on a monthly or annual basis.

19 I. "Interim Remedial Action" shall mean the interim  
20 remedial action selected in the 1987 NHOU ROD.

21 J. "North Hollywood Operable Unit" or "NHOU Site" shall  
22 mean the areal extent of hazardous substance groundwater  
23 contamination that is presently located in the vicinity of the  
24 North Hollywood Well Field and includes any areas to which and  
25 from which such hazardous substance groundwater contamination  
26 migrates. EPA has determined that each of the Settling  
27 Defendants named in its amended complaints has owned and/or  
28 operated and/or currently owns and/or operates facilities that

are located at the NHOU Site and/or has arranged for the disposal of hazardous substances at a facility located at the NHOU Site.

K. "Parties" shall mean the United States, the State of California, and the Settling Defendants.

L. "Past Basin-wide Response Costs" shall mean Basin-wide Response Costs incurred by EPA prior to and including April 30, 1992 and Basin-wide Response Costs incurred by the State prior to and including December 31, 1993.

M. "Plaintiffs" shall mean the United States and the State of California.

N. "Releasees" shall mean Settling Defendants and their officers, directors, employees and agents, and where the Settling Defendant is a trustee, its successor trustees appointed to carry out the purposes of said trust; and where the Settling Defendant is a corporate entity, its corporate successors to potential liability for the NHOU Site. "Releasees" shall also mean the entities associated with one or more of the Settling Defendants as set forth in Appendix 1 to this Consent Decree. However, Releasees shall not include any person or entity with liability for the NHOU Site independent of that person's or entity's association with a Settling Defendant.

O. "Settling Defendants" shall mean

1. Defendants AlliedSignal, Inc., Hawker Pacific, Inc., Peggy M. Wagner, Joseph Basinger, California Car Hikers Service, Inc., and Los Angeles By-Products Co.;

2. The following parties who were not sued by the governments, and who, as described below, are related to one or more of the other defendants, or third party defendants, or to

1 the property where such other defendant(s) or third party  
2 defendant(s) operate or operated in the past:

3 a. Textron, Inc., related to third party  
4 defendant HR Textron, Inc.;

5 b. Sundstrand Corporation, Joan O'Brien, William  
6 E. Tolson, Gary O'Brien, and Jean W. Blomberg, related to the  
7 property in Pacoima, California where third party defendant HR  
8 Textron operates;

9 c. Sam Adlen, related to defendant California Car  
10 Hikers Service, Inc.;

11 d. The Los Angeles County Metropolitan  
12 Transportation Authority, related to the property in Sun Valley,  
13 California where defendant California Car Hikers Service, Inc.  
14 operates; and

15 e. Unitrode, Inc. and U.S. Mikrotec Components,  
16 related to the property in Sun Valley, California, where third  
17 party defendant AVX Filters Corporation operates.

18 3. Third party defendants, who have not been sued by  
19 the governments, Parker-Hannifin Corporation, Inchcape, Inc.,  
20 Crown Disposal Company, Inc., Western Waste Industries, Browning-  
21 Ferris Industries of California, Inc., E.I. DuPont De Nemours, HR  
22 Textron, Inc., AVX Filters Corporation, Price Pfister, Inc.,  
23 Nupla Corporation, Chase Chemical Company, Inc., Holchem, Inc.,  
24 Herman and Isabel Benjamin, and the Benjamin Family Trust.

25 4. Third party defendants Parker-Hannifin Corporation  
26 and Inchcape, Inc. were brought into this litigation by third  
27 party complaints filed by Hawker Pacific, Inc., Gordon and Peggy  
28 Wagner and Joseph Basinger. Those parties have entered into a

1 separate Settlement Agreement, a copy of which is attached as  
2 Exhibit A, which shall govern as between and among them to the  
3 extent their respective rights, obligations and releases set  
4 forth in said Settlement Agreement differ from and/or are greater  
5 than those contained in this Consent Decree.

6 P. "State" shall mean the State of California.

7 Q. "United States" shall mean the United States of  
8 America.

9 R. "1987 NHOU ROD" shall mean the EPA Record of Decision  
10 relating to the North Hollywood Operable Unit of the San Fernando  
11 Valley Area 1/North Hollywood Area National Priorities List site  
12 that was signed in September 1987 by the EPA Region IX Deputy  
13 Regional Administrator, acting for the Regional Administrator,  
14 and all attachments thereto.

15 S. "1987 NHOU ROD Response Costs" shall mean all past and  
16 future costs that the Plaintiffs or any other person have  
17 incurred or will incur for implementation of the remedy selected  
18 in the 1987 NHOU ROD.

### 19 III. JURISDICTION

20 This Court has jurisdiction over the subject matter of this  
21 action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.  
22 §§ 9606, 9607, and 9613(b). This Court also has personal  
23 jurisdiction over the Settling Defendants. Solely for the  
24 purposes of this Consent Decree, the Settling Defendants waive  
25 all objections and defenses that they may have to jurisdiction of  
26 this Court or to venue in this District and shall not challenge  
27 the entry of this Consent Decree or this Court's jurisdiction to  
28 enter and enforce this Consent Decree.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IV. PARTIES BOUND

This Consent Decree is binding upon the Plaintiffs, and upon the Settling Defendants and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

V. REIMBURSEMENT OF RESPONSE COSTS AND RELATED OBLIGATIONS

A. PAYMENT OF RESPONSE COSTS. Except as otherwise provided in Paragraph V.F, within thirty (30) days of entry of this Consent Decree, each Settling Defendant shall pay the settlement amount it is obligated to pay pursuant to Paragraph V.F below to the United States and to the State for 1987 NHOU ROD Response Costs and Past Basin-wide Response Costs.

B. FORM OF PAYMENT. Payment to the United States by each Settling Defendant shall be made in accordance with instructions provided by Plaintiff United States to the Settling Defendants upon execution of the Consent Decree. Of the total amount to be paid to EPA pursuant to this Consent Decree, \$ 2,961,540 shall be deposited in the EPA Hazardous Substance Superfund as reimbursement for past response costs incurred at or in connection with the Site as of the Effective Date of this Consent Decree, and \$ 1,850,960 ("the Remainder") and any Interest payments shall be deposited in the NHOU Special Account to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the NHOU Special Account after completion of the response at or in



1 connection with the Site shall be deposited in the EPA Hazardous  
2 Substance Superfund. Payment to the State shall be made in the  
3 form of a certified check or cashier's check made payable to  
4 "Cashier, Department of Toxic Substances Control," and shall be  
5 forwarded to:

6 Department of Toxic Substances Control  
7 State of California  
8 Accounting Office  
400 P Street, 4th Floor  
Sacramento, California 95814

9 Each Settling Defendant shall send a transmittal letter with the  
10 check referencing the North Hollywood Operable Unit/San Fernando  
11 Valley Area 1 Site, Project Nos. 300126 and 300287. Each  
12 Settling Defendant shall also send a copy of its check and  
13 transmittal letter to the State as specified in Section XI.

14 C. FAILURE TO MAKE TIMELY PAYMENTS

15 1. Interest on Late Payments. In the event that any  
16 payments required under Section V are not made when due, Interest  
17 on the unpaid amount shall begin to accrue thirty (30) days after  
18 the effective date of this Consent Decree, at the rate specified  
19 in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), through the  
20 date of payment.

21 2. Stipulated Penalties. If any amounts due to the  
22 Plaintiffs under this Consent Decree are not paid by the required  
23 date, the delinquent Settling Defendant shall pay as a stipulated  
24 penalty, in addition to the interest required by Section V.C.1  
25 above, \$1000 for the first 30 days and \$5,000 thereafter per day  
26 that such payment is late. Stipulated penalties are due and  
27 payable within thirty (30) days of the delinquent Settling  
28 Defendant's receipt from either Plaintiff of a demand for payment

of the penalties. All payments of stipulated penalties to the United States shall be made in the form of a certified check or cashier's check made payable to "EPA Hazardous Substance Superfund," and shall be forwarded to:

U.S. Environmental Protection Agency, Region IX  
Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, Pennsylvania 15251  
Attention: Collection Officer for Superfund

The delinquent Settling Defendant shall send a transmittal letter with the check referencing the North Hollywood Operable Unit/San Fernando Valley Area 1 Site and the civil action number 93-6490-MRP(Tx), and shall also state that the funds are to be applied to site spill identifier numbers N1 and 59. The delinquent Settling Defendant shall also send copies of the check and transmittal letter to the United States as specified in Section XI. All payments of stipulated penalties to the State shall be made in the form and manner specified in Section V.B above. Penalties shall accrue as provided above regardless of whether Plaintiffs have notified the delinquent Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. However, payment shall be considered timely with respect to each Settling Defendant so long as the Settling Defendant has given timely instructions to a competent financial institution for the subject Electronic Funds Transfer ("EFT") to be made in a timely manner, and has promptly upon the transfer obtained a written verification from the financial institution that the EFT was made in accordance with the Settling Defendant's instructions.

D. COLLECTION ACTIONS. If either Plaintiff must bring an action to collect any payment required by this Consent Decree,

1 the delinquent Settling Defendant shall reimburse the Plaintiff  
2 bringing the action for all costs of such action, including but  
3 not limited to costs of attorney time.

4 E. RELATION TO OTHER REMEDIES. Payments made under  
5 Section V shall be in addition to any other remedies or sanctions  
6 available to the Plaintiffs by virtue of a delinquent Settling  
7 Defendant's failure to make timely payments required by this  
8 Consent Decree.

9 F. PAYMENT SCHEDULE. The Settling Defendants shall pay  
10 the United States and the State the following sums, when and in  
11 the manner described in Sections V.A and V.B, above.

	<u>United States</u>	<u>State of California</u>
AlliedSignal, Inc.	\$ 2,990,000	\$ 156,000
Hawker Pacific, Inc.	\$ 382,500	\$ 40,950
Parker-Hannifin Corporation	\$ 150,000	
Inchcape, Inc.	\$ 150,000	
Peggy M. Wagner and Joseph Basinger	\$ 150,000	\$ 9,000
California Car Hikers Service	\$ 271,800	\$ 16,200
Los Angeles County Metropolitan Transp. Authority	\$ 28,200	\$ 1,800
Los Angeles By-Products Co.	\$ 526,020	\$ 31,680
Crown Disposal Company, Inc.	\$ 33,280	\$ 1,920
Western Waste Industries	\$ 15,600	\$ 900
Browning-Ferris Industries	\$ 15,600	\$ 900
E.I. DuPont De Nemours	\$ 15,600	\$ 900
HR Textron, Inc.	\$ 10,400	\$ 600
AVX Filters Corporation	\$ 10,400	\$ 600

1	Price Pfister, Inc.	\$	5,200	\$	300
2	Nupla Corporation	\$	15,600	\$	900
3	Herman and Isabel Benjamin and/or The Benjamin Family Trust	\$	42,300	\$	2,700

4  
5 In lieu of the lump sum settlement payment specified in  
6 Paragraph F above, AlliedSignal, Inc. may make payments as  
7 follows:

8 AlliedSignal, Inc. shall pay \$ 1,000,000 to the United  
9 States and \$ 64,000 to the State when and in the manner described  
10 in Sections V.A. and B above in accordance with instructions  
11 provided by Plaintiff United States to the Settling Defendants  
12 upon execution of the Consent Decree. AlliedSignal, Inc. shall  
13 pay the balance of the amount described in Section V.F above as  
14 follows: On or before the first anniversary of the entry of this  
15 Consent Decree, AlliedSignal, Inc. shall pay \$ 1,000,000 plus  
16 \$ 89,700 in interest to the United States and \$ 46,000 plus  
17 \$ 4,140 in interest to the State; and, on or before the second  
18 anniversary of the Effective Date of this Consent Decree,  
19 AlliedSignal, Inc. shall pay the remaining \$ 990,000 to the  
20 United States and the remaining \$ 46,000 to the State.

21 G. ADDITIONAL OBLIGATIONS OF ALLIEDSIGNAL, INC.

22 In addition to reimbursing the United States and the State  
23 for response costs as set forth in this Section, AlliedSignal,  
24 Inc. shall complete the work described in the Addendum to  
25 Remedial Action Plan for Shallow Soils Impacted by Volatile  
26 Organic Compounds (Hydrologue, August 1, 1994). AlliedSignal,  
27 Inc. shall complete such work under the primary direction and  
28 oversight of the Los Angeles Regional Water Quality Control  
Board, and under the general oversight of the United States

1 pursuant to its cooperative agreements with the State Water  
2 Resources Control Board for RWQCB investigations. Such work is  
3 anticipated to cause AlliedSignal, Inc. to incur costs in the  
4 approximate amount of \$ 500,000; however, AlliedSignal, Inc.  
5 shall complete such work notwithstanding whether its costs to  
6 perform the work are greater or less than \$ 500,000.

7 VI. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS

8 A. PLAINTIFFS' COVENANT NOT TO SUE. In consideration of  
9 the settlement payments that will be made by Settling Defendants  
10 under the terms of the Consent Decree, and except as specifically  
11 provided in Sections VI.B, VI.C, VI.E, and VI.F, the Plaintiffs  
12 covenant not to sue or to take administrative action against  
13 Settling Defendants and such additional Releasees as are defined  
14 in Section II, pursuant to Sections 106 and 107(a) of CERCLA and  
15 Section 7003 of the Resource Conservation and Recovery Act and  
16 comparable state law, including but not limited to the California  
17 Hazardous Substance Account Act, Health and Safety Code Section  
18 25300, et seq., and/or common law with regard to all 1987 NHO  
19 ROD Response Costs and all Past Basin-wide Response Costs.

20 1. The covenant not to sue shall take effect as to  
21 each Settling Defendant and such additional Releasees as are  
22 defined in Section II upon the receipt by Plaintiffs of the  
23 payments of that Settling Defendant required by Section V, except  
24 as follows:

25 a. As to AlliedSignal, Inc., the covenant not to  
26 sue shall take effect upon the receipt by the Plaintiffs of the  
27 initial payments required by Section V of AlliedSignal, Inc.

28 b. As to Los Angeles By-Products Co., the

1 covenant not to sue shall take effect upon payment of the total  
2 of the amounts due from Los Angeles By-Products, Inc. and the  
3 following third party defendants: Crown Disposal Company, Inc.,  
4 Western Waste Industries, Browning-Ferris Industries of  
5 California, Inc., E.I. DuPont De Nemours, HR Textron, Inc., AVX  
6 Filters Corporation, Price Pfister, Inc., Nupla Corporation, and  
7 Herman and Isabel Benjamin and/or the Benjamin Family Trust.

8 c. As to Hawker Pacific, Inc., the covenant not  
9 to sue shall take effect upon payment of the total of the amounts  
10 due from Hawker Pacific, Inc., Parker-Hannifin Corporation and  
11 Inchcape, Inc.

12 d. As to Sundstrand Corporation, Joan O'Brien,  
13 William E. Tolson, Gary O'Brien, Jean W. Blomberg, and Textron,  
14 Inc., the covenant not to sue shall take effect upon payment of  
15 the amount due from HR Textron, Inc.

16 e. As to California Car Hikers Service, Inc. and  
17 Sam Adlen, the covenant not to sue shall take effect upon payment  
18 of the total of the amounts due from California Car Hikers  
19 Service, Inc. and the Los Angeles County Metropolitan  
20 Transportation Authority.

21 f. As to Unitrode, Inc. and U.S. Mikrotec  
22 Components, the covenant not to sue shall take effect upon  
23 payment of the amount due from AVX Filters Corporation.

24 g. As to Holchem, Inc. and Chase Chemical  
25 Company, Inc., the covenant not to sue shall take effect upon  
26 payment of the amounts due from Herman and Isabel Benjamin and/or  
27 the Benjamin Family Trust.

28 h. As to Peggy M. Wagner and Joseph Basinger, the

1 covenant not to sue shall take effect upon payment of the amounts  
2 due from both of them.

3           2. The covenant not to sue as to each Settling  
4 Defendant is conditioned upon the Settling Defendant making all  
5 of the payments required of that Settling Defendant by this  
6 Consent Decree, except as described in Section VI.A.1.b-g, and as  
7 follows:

8           As to AlliedSignal, Inc., the covenant not to sue is  
9 also conditioned upon completion of its obligations under Section  
10 V.G.

11           3. The covenant not to sue extends only to the  
12 Settling Defendants and the Releasees as defined in Section II,  
13 and does not extend to any other person. In the event of any  
14 breach by a Settling Defendant of its obligations under this  
15 Consent Decree, the covenant not to sue shall remain in effect as  
16 to the other Settling Defendants and Releasees despite said  
17 breach, except as to Los Angeles By-Products Co., as described in  
18 Section VI.A.1.b; Hawker Pacific, Inc. as described in Section  
19 VI.A.1.c; Sundstrand Corporation, Joan O'Brien, William E.  
20 Tolson, Gary O'Brien, Jean W. Blomberg, and Textron, Inc. as  
21 described in Section VI.A.1.d; California Car Hikers Service,  
22 Inc. and Sam Adlen as described in Section VI.A.1.e; Unitrode,  
23 Inc. and U.S. Mikrotek Components as described in Section  
24 VI.A.1.f; and except also as to Herman and Isabel Benjamin and  
25 the Benjamin Family Trust as described in Section VI.A.1.g, as  
26 between whom the obligation to pay \$ 45,000 is joint and several;  
27 and Peggy M. Wagner and Joseph Basinger as described in Section  
28 VI.A.1.h, as between whom the obligation to pay \$ 150,000 is

1 joint and several.

2 B. PLAINTIFFS' PRE-CERTIFICATION RESERVATIONS.

3 Notwithstanding any other provision of this Consent Decree, the  
4 Plaintiffs reserve, and this Consent Decree is without prejudice  
5 to, the right to institute proceedings in this action or in a new  
6 action, or to issue an administrative order seeking to compel the  
7 Settling Defendants (i) to perform further response actions  
8 relating to the NHOU Site or (ii) to reimburse Plaintiffs for  
9 costs of response related to such further response actions, if  
10 prior to the Certification of Completion:

- 11 1. conditions at the NHOU Site, previously unknown to  
12 the Plaintiffs, are discovered, or
- 13 2. information, previously unknown to the Plaintiffs,  
14 is received, in whole or in part,  
15 and these previously unknown conditions or information together  
16 with any other relevant information indicates that any remedial  
17 action taken at the NHOU Site is not protective of human health  
18 or the environment. As of the date of entry of this Consent  
19 Decree, EPA agrees that the interim remedial measures being  
20 implemented at the NHOU Site under the 1987 NHOU ROD are  
21 protective of human health and the environment.

22 C. PLAINTIFFS' POST-CERTIFICATION RESERVATIONS.

23 Notwithstanding any other provision of this Consent Decree, the  
24 Plaintiffs reserve, and this Consent Decree is without prejudice  
25 to, the right to institute proceedings in this action or in a new  
26 action, or to issue an administrative order seeking to compel the  
27 Settling Defendants (i) to perform further response actions  
28 relating to the NHOU Site or (ii) to reimburse the Plaintiffs for



1 such costs of response if, subsequent to the Certification of  
2 Completion:

3 1. conditions at the NHOU Site, previously unknown to  
4 the Plaintiffs, are discovered, or  
5 2. information, previously unknown to the Plaintiffs,  
6 is received, in whole or in part,  
7 and these previously unknown conditions or this information  
8 together with other relevant information indicate that any  
9 remedial action taken at the NHOU Site is not protective of human  
10 health or the environment.

11 D. INFORMATION AND CONDITIONS KNOWN TO THE PLAINTIFFS.

12 For purposes of Section VI.B, the information and the conditions  
13 known to the Plaintiffs shall include only that information and  
14 those conditions set forth in the 1987 NHOU ROD, the  
15 administrative record supporting the 1987 NHOU ROD, the San  
16 Fernando Valley Phase I Groundwater RI, December 1992, and all  
17 documents submitted to EPA in response to CERCLA Section 104(e)  
18 inquiries or other EPA requests, including discovery requests in  
19 the above-captioned action, prior to May 23, 1996. For purposes  
20 of Section VI.C, the information and the conditions known to the  
21 Plaintiffs shall include the information and conditions known to  
22 the Plaintiffs for purposes of Section VI.B, and that information  
23 and those conditions set forth in (i) any future Explanation(s)  
24 of Significant Differences, ROD(s), or Amendment(s) to any ROD(s)  
25 relating to the NHOU Site; (ii) the administrative record  
26 supporting any future Explanations of Significant Differences,  
27 ROD(s), or Amendments to any ROD(s) relating to the NHOU Site,  
28 (iii) all documents submitted to EPA in response to CERCLA

1 Section 104(e) inquiries or other EPA requests, including  
2 discovery requests in the above-captioned action, prior to  
3 issuance of the Certification of Completion; and (iv) the record  
4 for the NHOU Site maintained by EPA following issuance of any  
5 ROD(s) but prior to issuance of the Certification of Completion.

6 E. PLAINTIFFS' GENERAL RESERVATION OF RIGHTS. The  
7 covenant not to sue set forth above does not pertain to any  
8 matters other than those expressly specified in Section VI.A.  
9 The Plaintiffs reserve, and this Consent Decree is without  
10 prejudice to, all rights against each Settling Defendant with  
11 respect to all other matters, including, but not limited to, the  
12 following:

- 13 1. claims based on a failure by that Settling Defendant  
14 to meet a requirement of this Consent Decree;
- 15 2. liability arising from the past, present, or  
16 future disposal, release, or threat of release of  
17 hazardous substances outside of the NHOU Site;
- 18 3. liability for damages for injury to, destruction  
19 of, or loss of natural resources;
- 20 4. liability for response costs to enforce CERCLA or  
21 any other federal environmental law that have been  
22 or may be incurred by any federal agencies other  
23 than EPA or the Department of Justice on behalf of  
24 EPA;
- 25 5. liability for response costs to enforce CERCLA or  
26 any state environmental law that has been or may  
27 be incurred by any state agencies other than DTSC  
28 or the State Department of Justice on behalf of

DTSC; and

6. criminal liability.

F. PLAINTIFFS' NHOUSITE-SPECIFIC RESERVATION OF RIGHTS.

The covenant not to sue set forth above specifically does not pertain to the performance of any RI/FS other than the 1986 OU/FS that formed the basis for the 1987 NHOUSITE ROD; additional response actions that may be implemented pursuant to any final remedy or pursuant to any future Explanation(s) of Significant Differences, ROD(s), or Amendment(s) to any ROD(s); costs or activities related to any OU other than the NHOUSITE, including any future OU(s); or any unknown environmental condition as to which Plaintiffs have reserved their rights in Paragraphs C and D above.

Plaintiff State currently does not fund the costs of operation and maintenance of the NHOUSITE remedy and is not seeking to recover such costs in this action. Costs of operations and maintenance are being funded by the United States and LADWP pursuant to contractual agreement. However, in the event that the State subsequently incurs operations and maintenance costs due to a failure by either the United States or the LADWP to fund the operation and maintenance costs of the NHOUSITE remedy, such costs are not to be considered "1987 NHOUSITE ROD response costs" as defined in this Consent Decree and the State reserves the right to seek recovery of such operations and maintenance costs from any potentially responsible party, including each of the Settling Defendants.

G. SETTLING DEFENDANTS' RESERVATION OF RIGHTS.

Settling Defendants reserve any and all defenses or rights they

1 may have with respect to any actions concerning the NHOU Site  
2 except any rights expressly waived in this Consent Decree.  
3 Settling Defendants retain any and all rights, claims, remedies  
4 and defenses that they have or may have against any person or  
5 entity not expressly waived in this Consent Decree, except for  
6 rights, claims and remedies any Settling Defendant has or may  
7 have against any other Settling Defendant(s) or Releasees for  
8 matters addressed in this Consent Decree, which are hereby  
9 expressly waived. This reservation shall not affect each  
10 Settling Defendant's obligation to perform its obligation under  
11 this Consent Decree, and shall not affect EPA's ability to assess  
12 stipulated penalties in accordance with Section V.C.2 (Stipulated  
13 Penalties).

14 H. SETTLING DEFENDANTS' COVENANT. The Settling Defendants  
15 hereby covenant not to sue and agree not to assert any claims or  
16 causes of action against either Plaintiff with respect to 1987  
17 NHOU ROD Response Costs and Past Basin-wide Response Costs  
18 including, but not limited to, (i) any direct or indirect claim  
19 for reimbursement from the Hazardous Substance Superfund  
20 (established pursuant to the Internal Revenue Code, 26 U.S.C.  
21 § 9507), under CERCLA §§106(b)(2), 107, 111, 112, or 113, or any  
22 other provision of law; (ii) any claim against the United States  
23 or the State, including any department, agency, or  
24 instrumentality of the United States or State pursuant to  
25 Sections 107 and 113 of CERCLA related to the 1987 NHOU ROD  
26 Response Costs or the Past Basin-wide Response Costs; or (iii)  
27 any claims arising out of response activities at the NHOU Site.  
28 However, and notwithstanding the foregoing, nothing in this

1 Consent Decree shall be interpreted as waiving, abrogating, or  
2 resolving (1) any claims which any Settling Defendant has or may  
3 have based upon any alleged liability which the United States  
4 Department of Defense, any branch or division thereof, or any  
5 predecessor agency has or may have for conditions at the NHOU  
6 Site pursuant to CERCLA Section 106, 107, 113, 120 or 310, 42  
7 U.S.C. §§ 9606, 9607, 9613, 9620 or 9659, or RCRA Section 7002,  
8 42 U.S.C. § 6972, or (2) any claims which any Settling Defendant  
9 has or may have with respect to the 1987 NHOU ROD response costs  
10 or Past Basin-wide Response Costs against the United States  
11 pursuant to any contract between any Settling Defendant and the  
12 United States or any government contractor(s). Nothing in this  
13 Consent Decree shall be deemed to constitute preauthorization of  
14 a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.  
15 § 9611, or 40 C.F.R. § 300.700(d).

## 16 VII. CONTRIBUTION PROTECTION

17 A. Except for the Releasees as defined in Section II,  
18 nothing in this Consent Decree shall be construed to create any  
19 rights in, or grant any cause of action to, any person not a  
20 party to this Consent Decree. Each of the Parties expressly  
21 reserves any and all rights (including, but not limited to, any  
22 right to contribution), defenses, claims, demands, and causes of  
23 action which each party may have with respect to any matter,  
24 transaction, or occurrence relating in any way to the NHOU Site  
25 against any person not a party hereto or a Releasee.

26 B. With regard to claims for contribution against the  
27 Releasees for matters addressed in this Consent Decree, the  
28 Parties hereto agree that the Releasees are entitled to the

1 protection from contribution actions or claims provided by  
2 Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

3 C. "Matters addressed in this Consent Decree" mean 1987  
4 NHOU ROD Response Costs and Past Basin-wide Response Costs and  
5 shall include any claim for such costs that either Plaintiff has  
6 or may have against any Releasee with respect to any facility  
7 located within the NHOU Site.

8 D. The Settling Defendants agree that with respect to any  
9 suit or claim for contribution brought by them for matters  
10 addressed in this Consent Decree they will notify the Plaintiffs  
11 in writing no later than sixty (60) days prior to the initiation  
12 of such suit or claim. The Settling Defendants also agree that  
13 with respect to any suit or claim for contribution brought  
14 against them for matters addressed in this Consent Decree they  
15 will notify in writing the Plaintiffs within sixty (60) days of  
16 service of the complaint on them. In addition, the Settling  
17 Defendants shall notify the Plaintiffs within ten (10) days of  
18 service or receipt of any Motion for Summary Judgment for matters  
19 addressed in this Consent Decree and within ten (10) days of  
20 receipt of any order from a court setting a case for trial for  
21 matters addressed in this Consent Decree.

22 E. The Parties recognize and acknowledge that the  
23 settlement embodied in this Consent Decree relates only to the  
24 Interim Remedial Action selected in the 1987 NHOU ROD, as well as  
25 Past Basin-wide Response Costs, and that additional remedial  
26 actions may be necessary to address the contamination at the NHOU  
27 Site. In any subsequent administrative or judicial proceeding  
28 initiated by the United States or the State and not precluded by

1 this Consent Decree, for injunctive relief, recovery of response  
2 costs, or other appropriate relief relating to the NHOU Site, the  
3 Settling Defendants shall not assert, and may not maintain, any  
4 defense or claim based upon the principles of waiver, res  
5 judicata, collateral estoppel, issue preclusion, claim-splitting,  
6 or other defenses based upon any contention that the claims  
7 raised by the United States or the State in the subsequent  
8 proceeding were or should have been brought in the instant case;  
9 provided, however, that nothing in this Section VII.E affects  
10 the enforceability of the covenants not to sue set forth in  
11 Section VI.

#### 12 VIII. NHOU SITE ACCESS

13 A. Commencing upon the date of entry of this Consent  
14 Decree and terminating upon issuance of a final ROD for the NHOU  
15 Site, the Settling Defendants who own property at the NHOU Site  
16 agree to provide the Plaintiffs and their representatives access  
17 at all reasonable times to their facilities located at the NHOU  
18 Site and any other property owned or controlled by the Settling  
19 Defendants to which access is required for the implementation of  
20 response actions for the NHOU Site, including, but not limited  
21 to, the following actions:

- 22 1. monitoring, investigation, remedial, or other  
23 activities at the NHOU Site;
- 24 2. verifying any data or information submitted to  
25 either Plaintiff;
- 26 3. conducting investigations relating to  
27 contamination at or near the NHOU Site;
- 28 4. obtaining samples; and

5. assessing the need for, planning, or implementing response actions at or near the NHOU Site.

To the extent Plaintiffs deem consistent with protection of human health and the environment, Plaintiffs will provide the Settling Defendant with twenty-four (24) hours' notice prior to entry to properties accessed pursuant to this Consent Decree. In accessing Settling Defendants' properties pursuant to this Consent Decree, Plaintiffs shall not unreasonably interfere with Settling Defendants' business activities. However, nothing in this paragraph shall provide any Settling Defendant with any claim or cause of action whatsoever against Plaintiffs, including without limitation any claim for injunctive relief. It shall not constitute an unreasonable interference with Settling Defendants' business activities for a Plaintiff to take any action in response to an emergency deemed by such Plaintiff to constitute an endangerment to human health or the environment. Plaintiffs agree to split samples taken on property owned or controlled by a Settling Defendant if requested by the Settling Defendant.

B. Notwithstanding any provision of this Consent Decree, the Plaintiffs retain all of their respective access authorities and rights, including enforcement authorities related thereto, under CERCLA and any other applicable statute or regulation.

#### IX. ACCESS TO INFORMATION

A. The Settling Defendants shall provide to the Plaintiffs, upon request, copies of all non-privileged documents and information within their possession or control or that of their contractors or agents relating to the NHOU Site Interim Remedial Action, including, but not limited to, sampling,



1 analysis, chain of custody records, manifests, trucking logs,  
2 receipts, reports, sample traffic routing, correspondence, or  
3 other documents or information related to the NHOU Site Interim  
4 Remedial Action.

5 B. The Settling Defendants may assert business  
6 confidentiality claims covering part or all of the documents or  
7 information submitted to the Plaintiffs under this Consent Decree  
8 to the extent permitted by and in accordance with Section  
9 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.  
10 § 2.203(b). Documents or information determined to be  
11 confidential by EPA will be afforded the protection specified in  
12 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality  
13 accompanies documents or information when they are submitted to  
14 either Plaintiff, or if EPA has notified the Settling Defendants  
15 that the documents or information are not confidential under the  
16 standards of Section 104(e)(7) of CERCLA, the public may be given  
17 access to such documents or information without further notice to  
18 the Settling Defendants.

19 C. The Settling Defendants may assert that certain  
20 documents, records, and other information are privileged under  
21 the attorney-client privilege or any other privilege recognized  
22 by federal or state law. If the Settling Defendants assert such  
23 a privilege in lieu of providing documents, they shall provide  
24 the Plaintiffs with the following: (i) the title of the  
25 document, record, or information; (ii) the date of the document,  
26 record, or information; (iii) the name and title of the author of  
27 the document, record, or information; (iv) the name and title of  
28 each addressee and recipient; (v) a description of the subject of

1 the document, record, or information; and (vi) the privilege  
2 asserted. However, no documents, reports, or other information  
3 created or generated pursuant to the requirements of this or any  
4 other consent decree with the United States shall be withheld on  
5 the grounds that they are privileged. If a claim of privilege  
6 applies only to a portion of a document, the document shall be  
7 provided to Plaintiffs in redacted form to mask the privileged  
8 information only.

9 D. No claim of confidentiality or privilege shall be made  
10 with respect to any document that falls within Section  
11 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F).

12 E. Notwithstanding any provision of this Consent Decree,  
13 the Plaintiffs retain all of their respective information  
14 gathering authorities and rights, including enforcement  
15 authorities related thereto, under CERCLA and any other  
16 applicable statute or regulation.

17 X. RETENTION OF RECORDS

18 A. Until ten (10) years after the entry of this Consent  
19 Decree, each Settling Defendant shall preserve and retain all  
20 records and documents now in its possession or control or which  
21 come into its possession or control that relate in any manner to  
22 releases of hazardous substances or liability for response  
23 actions taken at the NHOU Site or the liability of any person for  
24 releases of hazardous substances or liability for response  
25 actions conducted and to be conducted at the NHOU Site,  
26 regardless of any corporate retention policy to the contrary.

27 B. At the conclusion of this document retention period,  
28 the Settling Defendants shall notify the Plaintiffs at least

1 ninety (90) days prior to the destruction of any such records or  
2 documents, and, upon request by either Plaintiff, the Settling  
3 Defendants shall deliver any such records or documents to the  
4 Plaintiff who made the request. The Settling Defendants may  
5 assert that certain documents, records, and other information are  
6 privileged under the attorney-client privilege or any other  
7 privilege recognized by federal or state law. If the Settling  
8 Defendants assert such a privilege, they shall provide the  
9 Plaintiffs with the following: (i) the title of the document,  
10 record, or information; (ii) the date of the document, record, or  
11 information; (iii) the name and title of the author of the  
12 document, record, or information; (iv) the name and title of each  
13 addressee and recipient; (v) a description of the subject of the  
14 document, record, or information; and (vi) the privilege  
15 asserted. However, no documents, reports, or other information  
16 created or generated pursuant to the requirements of this or any  
17 other consent decree with the United States shall be withheld on  
18 the grounds that they are privileged. If a claim of privilege  
19 applies only to a portion of a document, the document shall be  
20 provided to Plaintiffs in redacted form to mask the privileged  
21 information only.

22 C. Each Settling Defendant hereby certifies, individually,  
23 that it has not since notification of potential liability by the  
24 United States or the State or the filing of suit against it  
25 regarding the NHOUSite altered, mutilated, discarded, destroyed,  
26 or otherwise disposed of any records, documents, or other  
27 information relating to its potential liability regarding the  
28 NHOUSite which are the sole record of factual information,

1 except as such documents are destroyed or altered in the ordinary  
2 course of Settling Defendants' business and in compliance with  
3 State and federal law, and have not been destroyed for an  
4 improper purpose. Each Settling Defendant further warrants that  
5 it has fully complied with any and all EPA requests for  
6 information pursuant to Sections 104(e) and 122(e) of CERCLA, 42  
7 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource  
8 Conservation and Recovery Act, 42 U.S.C. § 6927. —

9 XI. NOTICES AND SUBMISSIONS

10 Whenever, under the terms of this Consent Decree, notice is  
11 required to be given or a document is required to be sent by one  
12 Party to another, it shall be directed to the individuals at the  
13 addresses specified below, unless those individuals or their  
14 successors give notice of a change to the other Parties in  
15 writing. Written notice as specified herein shall constitute  
16 complete satisfaction of any written notice requirement of the  
17 Consent Decree with respect to the United States, EPA, the State,  
18 and the Settling Defendants, respectively.

19 As to the United States:

20 David B. Glazer  
21 Environmental Enforcement Section  
22 Environment and Natural Resources Division  
23 United States Department of Justice  
24 301 Howard Street, Suite 870  
25 San Francisco, California 94115

26 Chief, Environmental Enforcement Section  
27 Environment and Natural Resources Division  
28 U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

Re: Case No. 90-11-3-1149

As to EPA:

Duane James

1 Remedial Project Manager — North Hollywood Operable Unit  
2 San Fernando Valley Superfund Site  
3 Hazardous Waste Management Division  
4 U.S. Environmental Protection Agency, Region IX  
5 75 Hawthorne Street  
6 San Francisco, California 94105

7 Marie M. Rongone  
8 Assistant Regional Counsel  
9 U.S. Environmental Protection Agency, Region IX  
10 75 Hawthorne Street, RC-3-3  
11 San Francisco, California 94105

12 As to the State of California Department of Toxic Substances  
13 Control:

14 Ann Rushton  
15 Deputy Attorney General, Environment Section  
16 California Department of Justice  
17 300 South Spring Street, #500  
18 Los Angeles, California 90013

19 Hamid Saebfar  
20 Chief, Site Mitigation Branch  
21 Department of Toxic Substances Control, Region 3  
22 1011 North Grandview Avenue  
23 Glendale, California 91201

24 As to the Settling Defendants: As listed in Appendix 2.

## 25 XII. RETENTION OF JURISDICTION

26 This Court shall retain jurisdiction of this matter for the  
27 purpose of enforcing the terms of this Consent Decree.

## 28 XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29 A. This Consent Decree shall be lodged with the Court for  
30 a period of thirty (30) days for public notice and comment.  
31 The United States also shall publish notice in the Federal  
32 Register of the proposed settlement pursuant to section 122 of  
33 CERCLA, 42 U.S.C. § 9622(1). The United States hereby gives  
34 notice and opportunity to the public for a public meeting in the  
35 affected area, and a reasonable opportunity to comment on the  
36 proposed settlement prior to its final entry, pursuant to section  
37 6973(d) of RCRA, 42 U.S.C. § 7003(d). The Plaintiffs reserve the

1 right to withdraw or withhold their consent if the comments  
2 regarding the Consent Decree disclose facts or considerations  
3 that indicate that this Consent Decree is inappropriate,  
4 improper, or inadequate. The Settling Defendants consent to the  
5 entry of this Consent Decree without further notice.

6           B. If for any reason this Court, or upon appeal, a  
7 higher court should decline to approve this Consent Decree in the  
8 form presented, this agreement is voidable as to a Settling  
9 Defendant by written notice by such Settling Defendant to all  
10 other parties, or as to either Plaintiff by written notice by  
11 such Plaintiff to all other parties, and the terms of the  
12 agreement may not be used as evidence in any litigation between  
13 any of the remaining Parties to this Consent Decree and that  
14 Settling Defendant or Plaintiff as to whom this Consent Decree is  
15 void.

#### 16                   XIV. SECTION HEADINGS

17           The section headings set forth in this Consent Decree and  
18 its Table of Contents are included for convenience or reference  
19 only and shall be disregarded in the construction and  
20 interpretation of any of the provisions of this Consent Decree.

#### 21                   XV. SIGNATORIES

22           Each undersigned representative of a Settling Defendant to  
23 this Consent Decree, the Assistant Attorney General for the  
24 Environment and Natural Resources Division of the United States  
25 Department of Justice, and the Deputy Attorney General of the  
26 California Department of Justice certifies that he or she is  
27 fully authorized to enter into the terms and conditions of this  
28 Consent Decree and to execute and legally bind such party to this

document.

SO ORDERED THIS 12 DAY OF May, 1997

**MARIANA R. PFAELZER**

United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in  
2 the matter of U.S. v. Allied-Signal, Inc., et al., and California  
3 v. Allied-Signal, Inc., et al., 93-6490-MRP, North Hollywood  
4 Operable Unit/San Fernando Valley Area 1 Site.

5  
6 FOR THE UNITED STATES OF AMERICA

7 Date: 2/2/97

Lois J. Schaffer  
8 LOIS J. SCHAEFFER  
9 Assistant Attorney General  
10 Environment and Natural Resources  
11 Division  
12 U.S. Department of Justice

13 Date: 2-14-97

David B. Glazer  
14 DAVID B. GLAZER  
15 Environmental Enforcement Section  
16 Environment and Natural Resources  
17 Division  
18 U.S. Department of Justice

19 Date: \_\_\_\_\_

Felicia Marcus  
20 FELICIA MARCUS  
21 Regional Administrator, Region IX  
22 U.S. Environmental Protection Agency

23 Date: \_\_\_\_\_

Marie M. Rongone  
24 MARIE M. RONGONE  
25 Assistant Regional Counsel, Region IX  
26 U.S. Environmental Protection Agency

27 FOR THE STATE OF CALIFORNIA

28 Date: \_\_\_\_\_

Hamid Saebfar  
Hamid Saebfar  
Chief, Site Mitigation Branch  
California Department of Toxic  
Substances Control, Region 3

Date: \_\_\_\_\_


Ann Rushton  
ANN RUSHTON  
Deputy Attorney General  
California Department of Justice



FOR THE STATE OF CALIFORNIA


Date:

5/14/96

  
Hamid Saebfar  
Chief, Site Mitigation Branch  
California Department of Toxic  
Substances Control, Region 3

Date:

10/7/96

  
ANN RUSHTON  
Deputy Attorney General  
California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in  
2 the matter of U.S. v. Allied-Signal, Inc., et al., and California  
3 v. Allied-Signal, Inc., et al., 93-6490-MRP, North Hollywood  
4 Operable Unit/San Fernando Valley Area 1 Site.

5  
6 FOR THE UNITED STATES OF AMERICA

7  
8 Date: \_\_\_\_\_

9 LOIS J. SCHIFFER  
10 Assistant Attorney General  
11 Environment and Natural Resources  
12 Division  
13 U.S. Department of Justice

14  
15 Date: \_\_\_\_\_

16 DAVID B. GLAZER  
17 Environmental Enforcement Section  
18 Environment and Natural Resources  
19 Division  
20 U.S. Department of Justice

21  
22 Date: 1.16.97

23 John Wise  
24 FELICIA MARCUS *for*  
25 Regional Administrator, Region IX  
26 U.S. Environmental Protection Agency

27  
28 Date: 1/10/97

29 Marie M. Rongone  
30 MARIE M. RONGONE  
31 Assistant Regional Counsel, Region IX  
32 U.S. Environmental Protection Agency

33 FOR THE STATE OF CALIFORNIA

34  
35 Date: \_\_\_\_\_

36 Hamid Saebfar  
37 Chief, Site Mitigation Branch  
38 California Department of Toxic  
39 Substances Control, Region 3

40  
41 Date: \_\_\_\_\_

42 ANN RUSHTON  
43 Deputy Attorney General  
44 California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

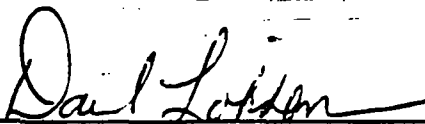
5 FOR DEFENDANT: AlliedSignal, Inc. (Name of Defendant)

6  
7  
8 \_\_\_\_\_ (Name and Title of Signatory)  
9 Richard H. Bennett, VP-Health, Safety, and Environment

10 Dated: October 2, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: HAWKER PACIFIC, INC. (Name of Defendant)

6  
7   
8 DAVID LOKKEN, PRESIDENT & CEO (Name and Title of Signatory)

9  
10 Dated: 25 October 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Wagner Living Trust (Name of Defendant)

6  
7  
8 Deputy W. Wagner, Sole Trustee (Name and Title of Signatory)  
9 DEPUTY WAGNER, Sole Trustee

10 Dated: Oct 28, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Joseph Basinger (Name of Defendant)

6  
7  
8 Joseph Basinger (Name and Title of Signatory)  
9 JOSEPH BASINGER, Defendant

10 Dated: 10/28/96  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al, 93-6570-MRP, North  
4 Hollywood Operable Unit/San-Fernando Valley Area 1 Site.

5  
6 FOR DEFENDANT: USA Waste Services, Inc., alleged successor in  
7 interest to Western Waste Industries, and Western  
8 Waste Industries, alleged successor in interest to  
9 Western Rubbish Service, and Western Rubbish  
10 Service

11  
12 DATED: June 30, 1996

13  
14 BY:   
15 (Signature)

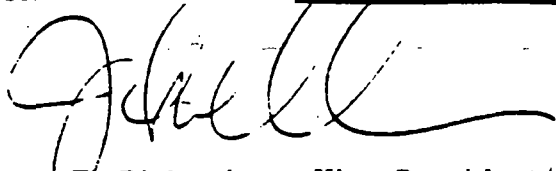
16  
17 NAME: Leslie N. Bittenson  
(Type name in here)

18  
19 TITLE: Vice President

20  
21 COMPANY: USA Waste Services, Inc.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
Hollywood Operable Unit/San Fernando Valley Area 1 Site.

FOR DEFENDANT: Crown Disposal Co., Inc. (Name of Defendant)

  
John T. Richardson, Vice President/  
Secretary

(Name and Title of Signatory)

Dated: July 26, 1996



1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Los Angeles By-Products Co(Name of Defendant)

6  
7  
8 


(Name and Title of Signatory)

9 M. R. McAllister, President

10 Dated: July 1, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Holchem, Inc. (Name of Defendant)

6  
7  
8  Adrian Hol V.P. (Name and Title of Signatory)  
9 Adrian Hol  
Corporate Vice President

10 Dated: June 17, 1996

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),  
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),  
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR THIRD PARTY DEFENDANT and RELEASEE:

6 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
7 (f/k/a Southern California Rapid Transit District)

8 Ronald W. Stamm  
9 RONALD W. STAMM  
10 Deputy County Counsel

11 Date: September 9, 1996  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ANDERSON, McPHARLI & CONNERS

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
LAWYERS

FOR DEFENDANT: CALIFORNIA CAR HIKERS SERVICE, INC. and SAM ADLEN

DATED: 8/2/96

DATED: 8/2/96

CALIFORNIA CAR HIKERS SERVICE,  
INC.

By: 

SAM ADLEN, OWNER

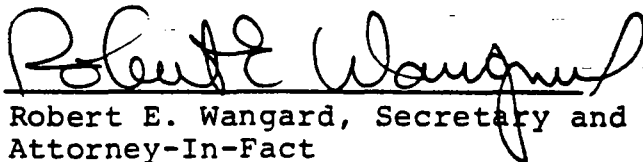
SAM ADLEN, an individual

By: 

SAM ADLEN

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: INCHCAPE, INC. (Name of Defendant)

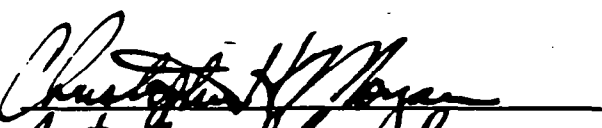
7   
8 Robert E. Wangard, Secretary and  
9 Attorney-In-Fact

(Name and Title of Signatory)

10 Dated: November 15, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Parker-Hannifin Corporation (Name of Defendant)

6  
7  
8  (Name and Title of Signatory)  
9 Asst. General Counsel

10 Dated: Oct 21, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Browning-Ferris Industries  
of California, Inc. (Name of Defendant)

6  
7  
8 Gerald K. Berger (Name and Title of Signatory)  
9 Vice President/Secretary

10 Dated: June 13, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in  
2 the matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP,  
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: \_\_\_\_\_ (Name of Defendant)  
6 E. I. du Pont de Nemours and Company

7  
8 John B. Frazer (Name and Title of Signatory)  
9 MGR. REMEDIATION PROGRAMS

10 Dated: 12/26/96  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28




1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywood  
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: TEXTRON INC. AS THE PARENT CORPORATION OF THIRD PARTY DEFENDANT HR  
5 TEXTRON INC.

6  
7  
8 By  (Name and Title of Signatory)

9 Executive Vice President  
10 and Corporate Secretary

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
CU   
7/3/96

Dated: July 27, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywood  
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR THIRD PARTY DEFENDANT: HR TEXTRON INC.

5  
6  
7 By John Hedges (Name and Title of Signatory)


8 JOHN HEDGES

9 Vice President

10  
11 Dated: July 2, 1996  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: AVX Corporation, a Delaware (Name of Defendant)  
6 corporation

7 

(Name and Title of Signatory)

9  
10 Dated: August 6, 1994

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: \*\*\* (Name of Defendant)

6 \*\*\* Unitrode Corporation, a Maryland corporation, also known or  
7 doing business as U.S. Microtek Components

8  (Name and Title of Signatory)

9 Allan R. Campbell

10 Senior Vice President

11 Dated: August 6, 1994

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywood  
3 Operable Unit/San Fernando Valley Area I Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON  
5 INC.

6  
7  
8 By Jean W. Blomberg (Name and Title of Signatory)  
9 JEAN W. BLOMBERG

10 Dated: July 24, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North Hollywood  
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON  
5 INC.

6  
7  
8 By Gary O'Brien (Name and Title of Signatory)

9 GARY O'BRIEN

10 Dated: 7/24, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal Inc., et al., 93-6570-MRP. North Hollywood  
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON  
5 INC.

6  
7  
8 By William E Tolson (Name and Title of Signatory)

9 WILLIAM E. TOLSON

10 Dated: July 27, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywood  
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON  
5 INC.

6  
7  
8 By Joan O'Brien (Name and Title of Signatory)

9 JOAN O'BRIEN

10 Dated: July 31, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal  
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal Inc., et al., 93-6570-MRP, North Hollywood  
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: SUNDSTRAND CORPORATION AS OWNER OF PROPERTY OPERATED BY THIRD  
5 PARTY DEFENDANT HR TEXTRON INC.

6  
7  
8 By William C. Cook (Name of Signatory)

9 Assistant Secretary (Title of Signatory)

10 Dated: August 5, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Price Pfister, Inc. (Name of Defendant)  
6  
7

8 Linda H. Biagioni (Name and Title of Signatory)  
9 Linda H. Biagioni  
Vice President

10 Dated: June 17, 1996  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS, HERMAN BENJAMIN, ISABEL BENJAMIN, HERMAN BENJAMIN AND  
6 ISABEL BENJAMIN, AS CO-TRUSTEES FOR THE BENJAMIN FAMILY TRUST DATED  
7 OCTOBER 13, 1987, AND CHASE CHEMICAL COMPANY, INC., A DISSOLVED  
8 CALIFORNIA CORPORATION:

9  
10 Dated: June 30, 1996

  
HERMAN BENJAMIN


11  
12 Dated: June 30, 1996

ISABEL BENJAMIN

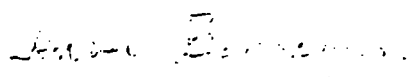
13  
14 Dated: June 30, 1996

THE  
BENJAMIN FAMILY TRUST DATED  
OCTOBER 13, 1987

15  
16  
17 By:

  
HERMAN BENJAMIN, Co-Trustee of the  
Benjamin Family Trust Dated  
October 13, 1987


18  
19  
20 By:

  
ISABEL BENJAMIN, Co-Trustee of the  
Benjamin Family Trust Dated  
October 13, 1987

21  
22  
23 Dated: June 30, 1996

CHASE CHEMICAL COMPANY, INC., a  
Dissolved California Corporation

24  
25  
26 By:

  
HERMAN BENJAMIN, its former Chief  
Executive Officer

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and  
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North  
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Nupla Corporation (Name of Defendant)

6  
7   
8 \_\_\_\_\_

(Name and Title of Signatory)

9 J. Allen Carmien, Chairman, CEO,  
10 ~~President~~

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
Dated: July 15, 1996

**SETTLEMENT AGREEMENT AND LIMITED RELEASE**

This Settlement Agreement and Limited Release ("Agreement") is entered into by and between Hawker Pacific, Inc. ("Hawker"), Peggy M. Wagner, as Trustee of the Wagner Living Trust, and Joseph Basinger ("Wag/Bas") and Parker-Hannifin Corporation ("Parker") and Inchcape, Inc. ("Inchcape") (collectively, the "Parties"), as of the date of execution of the Agreement by all signatories hereto in accordance with the terms and conditions set forth below.

WHEREAS, in or about October, 1993, the United States of America and the State of California ("Plaintiffs") each filed lawsuits in the United States District Court for the Central District of California, naming as defendants, among other parties, Hawker and Wag/Bas. The lawsuits were served on Hawker and Wag/Bas in June, 1994. The lawsuits alleged that the groundwater in the San Fernando Valley Basin ("SFVB") had been contaminated with volatile organic compounds; that the Plaintiffs had undertaken response actions to investigate, evaluate and remedy the contamination; that releases of hazardous substances from defendants' facilities caused, and continue to cause, Plaintiffs to incur response costs, including costs relating to the investigation and interim remedy in the North Hollywood Operable Unit ("NHOU") of the SFVB, as well as investigation associated with the final remedy for the SFVB; and that, therefore, the defendants were liable to Plaintiffs for costs incurred and to be incurred. Plaintiffs raised claims under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and sought both recovery of costs and a

10/23/96  
RHCH26:ABECKER  
93452-4

declaration that defendants be found jointly and severally liable for costs the Plaintiffs would incur in the future.

Plaintiffs alleged that Wag/Bas and Hawker were, respectively, the current owners and operator of a facility located at 11310 Sherman Way, Sun Valley, California (the "Site"), and that Plaintiffs had incurred and would incur costs responding to releases of hazardous substances from the Site. The Site is one of many facilities that Plaintiffs claim has released hazardous substances and contributed to groundwater contamination in the SFVB, and which has caused Plaintiffs to incur response costs. Hawker and Wag/Bas denied Plaintiffs' claims and denied that Plaintiffs were entitled to any of the relief requested.

WHEREAS, on or about August 22, 1994, Hawker and Wag/Bas served Parker and Inchcape, among others ("third-party defendants"), with complaints seeking, among other relief, a declaration that Parker and Inchcape, as former operators of the Site, were liable to Hawker and Wag/Bas for contribution, among other claims. Hawker's and Wag/Bas's pleadings are fully incorporated by reference as part of this Agreement. State of California vs. Allied-Signal, Inc., et al., Civil No. 93-6570, Answer, Affirmative and Other Defenses, Cross-Claims, and Third-Party Complaint of Hawker Pacific Inc. (C.D. Cal. Aug. 22, 1994), State of California vs. Allied-Signal, Inc., et al., Civil No. 93-6570, Answer, Cross-Claims, and Third-Party Complaint of Gordon N. Wagner and Peggy M. Wagner, in their capacity as Trustees of the Wagner Living Trust, and Joseph W. Basinger (C.D. Cal. Aug. 18, 1994), United States of America vs. Allied-Signal, Inc., et al., Civil No. 93-6490, Answer,

Affirmative and Other Defenses, Cross-Claims, and Third-Party Complaint of Hawker Pacific, Inc. (C.D. Cal. Aug. 19, 1994), United States of America vs. Allied-Signal, Inc., et al., Civil No. 93-6490, Answer, Cross-Claims, and Third-Party Complaint of Gordon N. Wagner and Peggy M. Wagner, in their capacity as Trustees of the Wagner Living Trust, and Joseph W. Basinger (C.D. Cal. Aug. 18, 1994).

WHEREAS, Parker and Inchcape filed answers denying Hawker's and Wag/Bas's allegations and any and all liability and, among other actions, filed counterclaims against Hawker and Wag/Bas and raised certain affirmative defenses. Parker's and Inchcape's pleadings are fully incorporated by reference as part of this Agreement. United States of America vs. Allied-Signal, Inc., et al. and State of California vs. Allied-Signal, Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer to Third-Party Complaint of Hawker Pacific, Inc., Affirmative and Other Defenses, Third-Party Cross-Claims, Third-Party Counter-Claim, and Third-Party Complaint of Inchcape, Inc. (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal, Inc., et al. and State of California vs. Allied-Signal, Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer to Third-Party Complaint of Gordon N. Wagner, Peggy M. Wagner, and Joseph W. Basinger, Affirmative and Other Defenses, Third-Party Cross-Claims and Third-Party Complaint of Inchcape, Inc. (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal, Inc., et al. and State of California vs. Allied-Signal, Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer of Parker-Hannifin Corporation to Third-Party Complaint of Hawker Pacific, Inc.; Counterclaims; Cross-Claims against Electronic Solutions, Inc., Zero Corp., Inchcape, and Gordon N. Wagner and Peggy

Wagner, in their capacity as Trustees of the Wagner Living Trust; and Joseph W. Basinger (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer of Parker-Hannifin Corporation to Third-Party Complaint of Gordon N. Wagner and Peggy Wagner, in their capacity as Trustees of the Wagner Living Trust; and Joseph W. Basinger; Counterclaims; Cross-Claims against Electronic Solutions, Inc., Zero Corporation, Inchcape, and Hawker Pacific Corporation (C.D. Cal. Feb. 28, 1995).

WHEREAS, Plaintiffs' lawsuits were consolidated by order of Court entered in or about December, 1994 as United States of America, et al. v. AlliedSignal, et al. in the United States District Court for the Central District of California, Consolidated Case Nos. 93-6490 and 93-6570 MRP (Tx) (the "Litigation"). The Litigation remains pending, including the referenced third-party actions, as well as other third-party actions.

WHEREAS, in September, 1995, Plaintiffs amended their complaints to delete their prayers for declaratory relief.

WHEREAS, Hawker and Wag/Bas have reached settlements in principle with Plaintiffs pursuant to which, among other things, Hawker and Wag/Bas and Plaintiffs have agreed to settlement amounts for the claims relating to past costs associated with 1) the NHOU interim remedy; and 2) a share of SFVB basin-wide investigation costs through April 30, 1992. Pursuant to the terms of this settlement in principle, Hawker and Wag/Bas shall



make certain payments to Plaintiffs and shall become signatories to, and receive the protections of, a second partial consent decree (the "Second Partial Consent Decree") to be signed by the Parties and presented to the Court for approval in the Litigation.

WHEREAS, as part of the settlement in principle negotiated by Hawker and Wag/Bas with Plaintiffs, Plaintiffs have represented that if Hawker and Wag/Bas reach agreement with any or all of their third-party defendants to settle the third-party claims raised in the Litigation and, pursuant to such agreements, third-party defendants contribute money towards the settlement of Plaintiffs' claims against Hawker and Wag/Bas, then said third-party defendants may also become signatories to, and receive the protections of, the Second Partial Consent Decree.

WHEREAS, Hawker and Wag/Bas and Parker and Inchcape have reached settlements in principle with respect to the third-party and other claims they have raised in the Litigation, including the basis on which Parker and Inchcape each will contribute certain amounts in connection with the settlement Hawker and Wag/Bas will enter into with Plaintiffs and in return therefor receive the protections of the Second Partial Consent Decree and certain additional releases as herein provided, and in the interests of avoiding further litigation and without making any admission as to the claims raised, the Parties desire to enter into this Agreement for the purposes just stated.

WHEREAS, in anticipation of such settlement, on or about April 3, 1996, Hawker, Wag/Bas, Parker and Inchcape (plus third-party defendants Electronic Solutions and Zero, which will not be parties to either this Agreement or the Second Partial Consent Decree) entered into an agreed stipulation to dismiss without prejudice ("Dismissal"), all claims in the Third-Party Action, whether counter, cross or third-party, with each party to bear its own attorneys fees and costs of suit.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which from each to the other is hereby acknowledged, the Parties agree as follows:

1. Parker and Inchcape shall each pay to Plaintiffs the sum total of One Hundred Fifty Thousand Dollars (\$150,000), for total payment of Three Hundred Thousand Dollars (\$300,000), as contributions to the settlement negotiated between Hawker, Wag/Bas and Plaintiffs, pursuant to and in accordance with the terms of the Second Partial Consent Decree to be signed by the Parties, including Parker and Inchcape. Hawker and Wag/Bas shall make payments required of them under the Second Partial Consent Decree.

2. In consideration of the payments described in paragraph 1, Hawker and Wag/Bas and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees and agents shall fully and forever release and discharge each of Parker and Inchcape and their respective parents, subsidiaries, and affiliated companies and their respective parents, subsidiaries, and affiliated companies

and their respective directors, officers, shareholders, employees, and agents from: (a) any and all claims which have been raised in the Litigation and are settled by the Second Partial Consent Decree, including, but not limited to all past, present, and future investigation, remediation and related costs associated with the NHOU interim remedy and for past SFVB basin-wide costs through April 30, 1992, but not including any future claims arising out of future NHOU or SFVB regional groundwater investigation or remediation; and (b) any and all claims for all past, present and future investigation, response, remediation, or attorneys', consultants', and experts' fees associated with any investigation or remediation, whether voluntary or required of the Site, including Site soils (or other soils impacted by migration of contaminants from Site soils) and Site groundwater cleanup, if any.

3. In consideration for the releases provided by Hawker and Wag/Bas to Parker and Inchcape, and the performance by Hawker and Wag/Bas of their obligations hereunder, and subject to the provisions of paragraph 6 hereof, Parker and Inchcape and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees, and agents shall fully and forever release and discharge Hawker and Wag/Bas and their respective parents, subsidiaries and affiliated companies, and their respective directors, shareholders, employees, and agents from: (a) any and all claims which have been raised in the Litigation and are settled by the Second Partial Consent Decree, including, but not limited to all past, present, and future investigation, remediation and related costs associated with the NHOU interim remedy and for past SFVB basin-wide costs through April 30, 1992, but not including any future claims arising out of future NHOU or SFVB regional groundwater investigation or remediation; and (b) any and all claims for all past investigation, response, remediation, or attorneys', consultants' and experts' fees which may

have been previously incurred by Parker or Inchcape and which are associated with any prior investigation or remediation, whether voluntary or required, of the Site, including Site soils (or other soils impacted by migration of contaminants from Site soils) and Site groundwater cleanup, if any.

4. In consideration for the releases provided by Parker and Inchcape to each other and the performance by Parker and Inchcape of their obligations hereunder, Parker and Inchcape and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees, and agents shall fully and forever release and discharge each other and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees, and agents from (a) any and all claims which have been raised in the Litigation and are settled by the Second Partial Consent Decree, including but not limited to all past, present and future investigation, remediation and related costs associated with the NHOU interim remedy and for past SFVB basin-wide costs through April 30, 1992, but not including any future claims arising out of future NHOU or SFVB regional groundwater investigation or remediation; and (b) any and all claims for all past investigation, response, remediation, or attorneys', consultants', and experts' fees which may have been previously incurred and which are associated with any prior investigation or remediation, whether voluntary or required, of the Site including Site soils (or other soils impacted by migration of contaminants from Site soils) and Site groundwater cleanup, if any.

5. As additional consideration, upon the entry by the court of the Second Partial Consent Decree, the Parties (a) agree to dismiss without prejudice all claims against each

other in the Litigation; and (b) agree and covenant not to sue each other with regard to any of the claims released in paragraphs 2, 3 and 4 above. The Parties further agree that: (a) each party shall bear its own attorneys' fees and costs of suit; and (b) in this or in any other litigation, no party shall attempt to recover some or all of its attorneys' fees and costs of suit relating to the Litigation; and (c) the Parties shall not refile claims against each other in the Litigation.

6. Nothing herein shall be interpreted or construed (a) to limit, alter or amend in any way any rights or obligations of any of the Parties to the Agreement of Purchase and Sale of Assets between Hawker and Inchcape [as Flight Accessory Services, Inc.] dated February 25, 1987 and the Asset Purchase Agreement between Parker and Inchcape [as Atkins, Kroll & Co., Ltd.] dated August 2, 1982, all of which shall be preserved. Without limitation, the Parties reserve all rights, claims and defenses relating to their respective liabilities and obligations under the above agreements; or (b) as an admission of or by any party of any question of fact or law, or as a waiver of any defense, and this Agreement may not be used or asserted by any party hereto or any third party (including any administrative agency) as a precedent in any litigation or other proceeding. No party may introduce this Agreement into evidence in any action or proceeding, other than an action or proceeding to enforce the terms hereof or a party's rights hereunder and this Agreement does not serve to establish an allocation of any party's share of liability.

7. Hawker and Wag/Bas each agree to timely and fully perform all obligations imposed upon them (or which may seek to be imposed upon Parker and/or Inchcape, other than Parker's and/or Inchcape's cash payment, record access and record retention obligations)

as Settling Defendants under the Second Partial Consent Decree – including, but not limited to, payment of all amounts required of Hawker and Wag/Bas thereunder.

8. This Agreement shall be appended as an Exhibit to the Second Partial Consent Decree. To the extent there is any conflict or difference between the terms of this Agreement and the Second Partial Consent Decree, the terms of this Agreement shall control as between and among the Parties hereto insofar as their respective rights and obligations are concerned.

9. The Parties represent that they have been fully apprised of all material facts regarding the matters settled by this Agreement, and that each has had the benefit and advice of counsel of its choice and therefore enters into this Agreement with full knowledge of the consequences of its actions.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. This Agreement contains the final, complete, and exclusive agreement among the Parties and supersedes and prevails over all prior communications regarding the matters contained herein. This Agreement may not be amended, modified, or waived except by an instrument in writing executed by the Parties. This Agreement is executed without reliance upon any promise, warranty, or representation other than those expressly contained herein.

12. This Agreement shall be construed and interpreted according to the laws of the State of California.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: David Lokken

Printed: DAVID LOKKEN

Title: PRESIDENT & CEO

Date: 25 October 1996

PARKER-HANNIFIN CORPORATION

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PEGGY M. WAGNER  
as Trustee of the Wagner Living Trust

\_\_\_\_\_

Date: \_\_\_\_\_

INCHCAPE, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JOSEPH BASINGER

\_\_\_\_\_

Date: \_\_\_\_\_

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARKER-HANNIFIN CORPORATION

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

→ PEGGY M. WAGNER  
as Trustee of the Wagner Living Trust

*Peggy M. Wagner, Trustee*  
Date: Oct 28, 1996

INCHCAPE, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JOSEPH BASINGER

\_\_\_\_\_  
Date: \_\_\_\_\_



13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARKER-HANNIFIN CORPORATION

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PEGGY M. WAGNER  
as Trustee of the Wagner Living Trust

\_\_\_\_\_

Date: \_\_\_\_\_

INCHCAPE, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

→ JOSEPH BASINGER

*Joseph Basinger*  
Date: 10/28/96

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. - The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PEGGY M. WAGNER  
as Trustee of the Wagner Living Trust

\_\_\_\_\_

Date: \_\_\_\_\_

JOSEPH BASINGER

\_\_\_\_\_

Date: \_\_\_\_\_

PARKER-HANNIFIN CORPORATION

By: Christopher H. Morgan

Printed: Christopher H. Morgan

Title: Asst. Gen. Counsel

Date: 10/28/96

INCHCAPE, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARKER-HANNIFIN CORPORATION

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

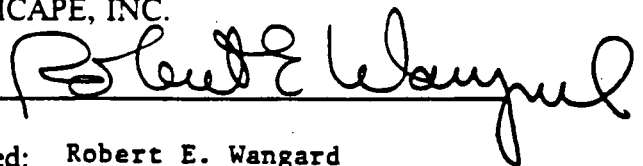
Date: \_\_\_\_\_

PEGGY M. WAGNER  
as Trustee of the Wagner Living Trust

\_\_\_\_\_

Date: \_\_\_\_\_

INCHCAPE, INC.

By: 

Printed: Robert E. Wangard

Title: Secretary and Attorney-In-Fact

Date: November 15, 1996

JOSEPH BASINGER

\_\_\_\_\_

Date: \_\_\_\_\_

Appendix 1  
Releasees

Affiliates of AlliedSignal, Inc.: Garrett Corporation, Bendix Corporation.

Affiliates of California Car Hikers Service, Inc.: Aadlen Bros. Auto Wrecking, Inc., Samson Auto Salvage, Inc., Brothers Foreign Car Auto Wrecking, Inc., Solid Waste General Corp. of America, Inc., Aadlen Bros. Auto Wrecking, Samson Auto Salvage, Brothers Foreign Car Auto Wrecking, U-Pick Parts, A-U Foreign Car Auto Wrecking, "A" Foreign Car Auto Wrecking, Brothers Auto Sales, Samson Auto Sales, Sun Valley Swap Meet, American Truck Salvage Lot, Universal Auto Wrecking, Tuxford-Telfair-Penrose Enterprises, aka TTPE, Adlen Group Enterprises, Adlen Core Supply Co.

Affiliates of Crown Disposal Company, Inc.: ABC, All City, Arrow Pickup, Atomic Disposal, Booth Disposal, Coastal Rubbish, Pacific Pickup, Extra Rubbish, Larey Rubbish, Magic Roll-Off/Magic Disposal, Eagle Disposal, Sav-On Disposal, Superior Waste, W.R. Brown, Vick's Disposal, Diaz Rubbish, Aero Salvage, Disposal Control, Bonanza Disposal, Larry Ironicone, West Coast Rubbish, E-G, Western Reclamation, Community Recycling & Resource Recovery.

Affiliates of Hawker Pacific, Inc.: Dunlop Aviation Division, Dunlop Aviation Canada, Inc., Hawker Pacific Holland, and Flight Accessory Services.

Appendix 2  
Notices and Submissions

For AlliedSignal, Inc.

AlliedSignal Aerospace  
Vice President and General Counsel  
2525 West 190th Street  
Law Department  
Torrance, CA 90504-6099

For AVX Filters Corporation, U.S. Mikrotec Components, and  
Unitrode, Inc.

Craig S.J. Johns  
Crosby, Heafey, Roach & May  
1999 Harrison Street  
Oakland, CA 94612-3573

For Browning-Ferris Industries

Michael L. Miller  
Browning-Ferris Industries  
757 N. Eldridge Street  
Houston, TX 77079

For Joseph Basinger and Peggy Wagner

Aaron Rosen, Esq.  
9606 S. Santa Monica Boulevard  
Suite 200  
Beverly Hills, CA 90210

For California Car Hikers Service, Inc.

Milton Hoffman, General Manager  
California Car Hikers Service, Inc.  
Adlen Brothers Autowrecking  
11409 Penrose  
Sun Valley, California 91352

For Chase Chemical Company, Inc.,  
Herman and Isabel Benjamin  
and The Benjamin Family Trust

Zane S. Averbach, Esq.  
Steven L. Feldman, Esq.  
Goldfarb, Sturman & Sturman  
15760 Ventura Boulevard, Suite 1900  
Encino, CA 91436

1 For Crown Disposal Company, Inc.

2 John Richardson, President  
3 Crown Disposal Company, Inc.  
4 9189 DeGarmo Avenue  
5 P.O. Box 1081  
6 Sun Valley, CA 91352

7 For E.I. DuPont De Nemours

8 Legal Department D-8042  
9 1007 Market Street  
10 Wilmington, Delaware 19898

11 For Hawker Pacific, Inc.

12 David L. Lokken  
13 President and Chief Executive Officer  
14 Hawker Pacific, Inc.  
15 11310 Sherman Way  
16 Sun Valley, California 91352

17 Robert C. Hamaberg  
18 Chairman  
19 Hawker Pacific, Inc.  
20 c/o BTR Aerospace Group  
21 200-1780 Wellington Avenue  
22 Winnipeg, Manitoba R3H1B3  
23 Canada

24 Edgar P. DeVyllder, Jr., Esq.  
25 Vice President and General Counsel  
26 BTR, Inc.  
27 Stamford Harbor Park  
28 333 Ludlow Street  
Stamford, CT 06902

Norman B. Berger, Esq.  
Varga Berger Ledsky & Hayes  
224 South Michigan Avenue  
Suite 350  
Chicago, IL 60604

For Holchem, Inc.

Mr. Adrian Hol  
Corporate Vice President  
Holchem, Inc.  
1551 North Tustin Avenue  
Suite 430  
Santa Ana, CA 92701

1 (Holchem, Inc., cont'd.)  
2 and  
3 Richard Montevideo, Esq.  
4 Rutan & Tucker  
5 P.O. Box 1950  
6 Costa Mesa, CA 92628-1950  
7  
8 For Inchcape, Inc.  
9  
10 Robert Wangard, Esq.  
11 Ann Beckert, Esq.  
12 Ross & Hardies  
13 150 North Michigan Avenue  
14 Chicago, ILL 60601-7567  
15  
16 For Los Angeles By-Products Co.  
17  
18 Los Angeles By-Products Co.  
19 1810 East 25th Street  
20 Los Angeles, CA 90058  
21 Attn.: M.R. McAllister  
22  
23 Greenwald, Hoffman & Meyer  
24 500 N. Brand Blvd., Ste. 920  
25 Glendale, CA 91203-1904  
26 Attn.: L.F. Meyer  
27  
28 For Los Angeles County Metropolitan Transportation Authority  
29  
30 Ronald W. Stamm  
31 Deputy County Counsel  
32 Transportation Division  
33 One Gateway Plaza  
34 Los Angeles, CA 90012-2932  
35  
36 For Nupla Corporation  
37  
38 J. Allen Carmien  
39 Chairman, CEO, President  
40 Nupla Corporation  
41 11912 Sheldon Street  
42 Sun Valley, CA 91352  
43  
44 Kurt Weissmuller, Esq.  
45 McClintock, Weston, Benshoof,  
46 Rochefort, Rubalcava & MacCuish LLP  
47 444 South Flower Street, Suite 4300  
48 Los Angeles, CA 90071  
49  
50 For Parker-Hannifin Corporation  
51  
52 Christopher Morgan, Esq.  
53 Parker-Hannifin Corporation

1 17325 Euclid Avenue  
2 Cleveland, OH 44112

3 Joann Lichtman, Esq.  
4 Howrey & Simon  
5 550 South Hope Street, Suite 1400  
6 Los Angeles, CA 90071

7 For Price Pfister, Inc.

8 Linda L. Biagioni  
9 Vice President, Environmental Affairs  
10 Black & Decker Corporation  
11 701 E. Joppa Rd.  
12 Towson, MD 21204

13 For Sundstrand Corporation

14 Sundstrand Corporation  
15 4949 Harrison Avenue  
16 P.O. Box 7003  
17 Rockfort, Ill. 61125-7003

18 and

19 Michael Hickok, Esq.  
20 11444 West Olympic Blvd.  
21 10th fl.  
22 Los Angeles, CA 90064

23 For Jean W. Blomberg:

24 Jean W. Blomberg  
25 2386 Saddleback Drive  
26 Danville, CA 94506

27 and

28 Michael Hickok, Esq.  
11444 West Olympic Blvd.  
10th fl.  
Los Angeles, CA 90064

For Joan O'Brien

Joan O'Brien  
1031 N. Fair Oaks  
Sunnyvale, CA 94089

and

Michael Hickok, Esq.  
11444 West Olympic Blvd.  
10th fl.  
Los Angeles, CA 90064



1 For Gary O'Brien

2 Gary O'Brien  
3 9 Dawn Place  
4 Mill Valley, CA 94941

5 and

6 Michael Hickok, Esq.  
7 11444 West Olympic Blvd.  
8 10th fl.  
9 Los Angeles, CA 90064

10 For William E. Tolson:

11 William E. Tolson  
12 999 Green St.  
13 Apartment 1001  
14 San Francisco, CA 94133

15 and

16 Michael Hickok, Esq.  
17 11444 West Olympic Blvd.  
18 10th fl.  
19 Los Angeles, CA 90064

20 For H.R. Textron and Textron, Inc.

21 Michael Hickok, Esq.  
22 11444 West Olympic Blvd.  
23 10th fl.  
24 Los Angeles, CA 90064

25 For Western Waste Industries

26 Timothy Gallagher, Esq.  
27 Gallagher & Gallagher  
28 611 West Sixth St., Suite 2500  
Los Angeles, CA 90017